

ITEL
CORPORATION
RAIL DIVISION

RECORDATION NO. 9901-A Filed 1425
JAN 2, 1979
DEC 20 1978 - 2 35 PM
INTERSTATE COMMERCE COMMISSION

9-002A020
Date JAN 02 1979
Fee \$12.00
Washington, D. C.

December 22, 1978

Honorable H. G. Homme
Acting Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Sir:

Enclosed for filing with and recording by the Interstate Commerce Commission are six counterparts of an Amendment dated as of December 21, 1978 to a Conditional Sale Agreement dated as of December 8, 1978, between Pullman Incorporated (Pullman Standard Division), 200 South Michigan Avenue, Chicago, Illinois 60604, and Itel Corporation, acting through its Rail Division, Two Embarcadero Center, San Francisco, California 94111. The Conditional Sale Agreement was filed on December 12, 1978 at 1:20 PM and assigned recordation number 9901.

Also enclosed is this Company's check in the sum of \$10.00, payable to the Interstate Commerce Commission, being the prescribed fee for filing and recording the foregoing Amendment.

Please return all additional copies of the enclosed counterparts not required by the Interstate Commerce Commission to David Schwartz, Esq., of Sullivan & Worcester, who will be delivering this letter on our behalf.

Sincerely,


Ruth Meyler
Associate/Legal Services
Itel Transportation Services Group

RM:tae
Enclosures

TWO EMBARCADERO CENTER
SAN FRANCISCO
CALIFORNIA 94111
(415) 955-9090
TELEX 34-234

Counterpart - Jody Argen

RECORDATION NO. 9901-13 Filed 1425
JAN 2, 1979
DEC 29 1978 - 2 35 PM

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT, dated as of December 21, 1978, by and between Pullman Incorporated (Pullman Standard Division), a Delaware corporation (hereinafter called the "Manufacturer"), and Itel Corporation, a Delaware corporation, acting through its Rail Division (hereinafter called the "Vendee").

W I T N E S S E T H :

WHEREAS, the Manufacturer and the Vendee have heretofore entered into a Conditional Sale Agreement (the "Agreement") dated as of December 8, 1978, which was filed with the Interstate Commerce Commission on December 12, 1978 at 1:20 PM and assigned recordation number 9901; and

WHEREAS, the Manufacturer and Vendee desire to amend the Agreement;

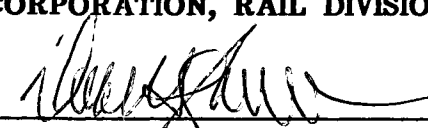
NOW, THEREFORE, in consideration of the premises and of the promises of the parties herein contained, the parties agree to delete Section 3 of Schedule A in its entirety and substitute in lieu thereof the following:

**"SECTION 3. Railroad Equipment: 275 50'6", XM, 70-ton
Boxcars — NOPB 3500-3774."**

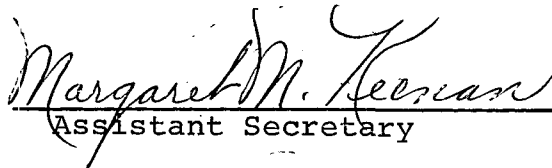
ATTEST


ASSISTANT SECRETARY


ITEL CORPORATION, RAIL DIVISION

By: 
Date: 12/28/78

ATTEST


Assistant Secretary

**PULLMAN INCORPORATED
(PULLMAN STANDARD DIVISION)**

By: 
Vice President-Freight Unit
Date: 1-7-79-78

SCHEDULE A

SECTION 1. Purchase Agreement:

Vendee's letter of March 31, 1978, Manufacturer's letter of May 10, 1978, LOT NO. 1009.

SECTION 2. Delivery Point:

Either at the Manufacturer's plant or to the railroad line of Vendee's lessee, the New Orleans Public Belt Railroad ("Lessee"), or to such other point as Vendee shall determine.

SECTION 3. Railroad Equipment:

275 50'6", XM, 70-ton Boxcars — NOPB 3500-3774

SECTION 4. Purchase Price:

The price will not exceed \$37,500.00 per unit nor \$7,500,000.00 for all of the equipment.

SECTION 5. Markings on Cars:

Stencil in letters at least one inch in height: "Ownership subject to a security agreement filed under the Interstate Commerce Commission."

STATE OF Illinois)
COUNTY OF Cook) SS:

On this 29th day of December, 1978, before me personally appeared John E. Rooney, to me personally known, who, being by me duly sworn, says that he is Vice President of Pullman Inc. (Pullman Standard Division) that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of this board of directors and he acknowledge that the execution of the foregoing instrument was the free act and deed of said corporation.

David R. Wood
Notary Public

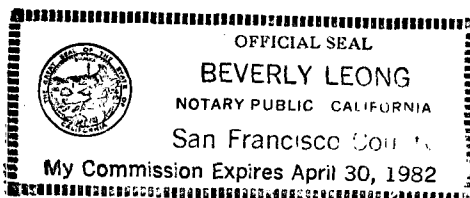
Notarial Seal

My Commission expires:

MY COMMISSION EXPIRES
AUGUST 24, 1981

STATE OF CALIFORNIA)
CITY AND COUNTY OF) SS:
SAN FRANCISCO)

On this 28th day of December 1978, before me personally appeared Donald H. Gleason, to me personally known, who, being by me duly sworn, says that he is Vice President of ITEL Corporation, Rail Division; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of this board of directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation



Notarial Seal

My Commission Expires:

Beverly Leong
Notary Public